

material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the OWNER shall be prevented by injunction, the Contractor and/or Supplier agrees to take back such goods/hardware or software, and refund any sums the OWNER has paid Contractor and Supplier less any reasonable amount for use or damage and make every reasonable effort to assist the OWNER in procuring substitute Deliverables. If, in the sole opinion of the OWNER, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Contractor and Supplier under this Contract impractical, the OWNER shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Contractor and/or Supplier agrees to take back such Deliverables and refund any sums the OWNER has paid Contractor and Supplier less any reasonable amount for use or damage.

8.30.5 Contractor and Supplier will not be required to defend or indemnify the OWNER if any claim by a third party against the Owner for infringement or misappropriation (1) results from the OWNER's alteration of any Contractor/Supplier-branded product or Deliverable, or (2) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe on a trade secret of a third party.

8.30.6 Nothing stated herein, however, shall affect Contractor's and/or Supplier's ownership in or rights to its preexisting intellectual property and proprietary rights.

8.31 **Access to Persons and Records:** Pursuant to N.C. General Statute 147-64.7, the OWNER is authorized to examine all books, records, and accounts of the Contractor and/or Suppliers insofar as they relate to transactions with Owner pursuant to the performance of this Contract or to costs charged to this Contract. The Contractor and Supplier shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by the OWNER, if in the OWNER's opinion, such requirement is imposed by federal or Owner law or regulation.

8.32 **Assignment:** Contractor and Supplier may not assign this Contract or its obligations hereunder without prior written approval of Owner. Contractor and Supplier shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract according to the terms and conditions agreed, and that Contractor and Supplier shall affirm that the assignee is fully capable of performing all obligations of Contractor under this Contract. An assignment may be made, if at all, in writing by the Contractor, Supplier, Assignee and the OWNER setting forth the foregoing obligation of Contractor and Assignee.

8.33 **Insurance Coverage:** During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

8.33.1 **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and

- 8.33.2 **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
- 8.33.3 **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$10,000.00 medical payment; and
- 8.33.4 **Umbrella**: The umbrella must follow-form over the general liability, employer's liability and automobile liability. \$2,000,000 each Occurrence with \$2,000,000 aggregate.
- 8.33.5 Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.
- 8.33.6 **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph shall contain a provision that names the Owner as an additional insured and states that coverages afforded under the policies will not be cancelled, reduced in amount, modified or allowed to expire until at least 30 days prior written notice has been given to the owner by certified mail. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Application for Payment. If this insurance is written on the comprehensive general liability policy form, the certificates shall be AIA document G705, certificate of insurance. If the insurance is written on a commercial general liability policy form, accord certificate of insurance form 25S will be acceptable.

8.34 **Dispute Resolution:**

- 8.34.1 The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the OWNER for decision. A claim by the OWNER shall be submitted in writing to the Contractor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- 8.34.2 **Voluntary Mediation or Arbitration.** Any controversy or claim arising out of or relating to the Contract or the breach thereof, may be settled by voluntary

mediation and/or arbitration by mutual agreement between or among the parties in interest in accordance with the North Carolina Uniform Arbitration Act, N.C.G.S. §1-567.1 et seq., or any other mediation or arbitration procedure mutually agreeable to the parties.

- 8.35 **Default:** In the event any Deliverable furnished by the Contractor and/or Supplier during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by the OWNER and the failure is not cured within ten (10) days, the OWNER may cancel and procure the articles or services from other sources; holding Contractor and Supplier liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 8.32 and 8.33 and the obligation to informally resolve disputes as provided in Paragraph 8.28 of these General Conditions. The OWNER reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Contractor without expense to the OWNER. The rights and remedies of the OWNER provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 8.35.1 If Contractor and Supplier fails to deliver Deliverables within the time required by this Contract, the Owner may provide written notice of said failure to Contractor and Supplier, and by such notice require payment of a penalty.
- 8.35.2 Should the Owner fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to the Owner's failure. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the Owner shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- 8.35.3 Contractor shall provide a plan to cure any default if requested by the Owner. The plan shall notify Owner of the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Contractor may deem necessary or proper to provide.
- 8.36 **Waiver of Default:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Owner and the Contractor, and made as an amendment to this Contract.
- 8.37 **Termination:** Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
- 8.37.1 The parties may mutually terminate this Contract by written agreement at any time.
- 8.37.2 **Termination for Cause:** In the event any goods, software, or service furnished by the Contractor and/or Supplier during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Contractor and Supplier, the Owner may cancel and procure the articles or services from other sources; holding Contractor and Supplier liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 10.29 and 10.30 herein. The rights and remedies of the Owner provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or

under the Contract. Contractor and Supplier shall not be relieved of liability to the Owner for damages sustained by the Owner arising from Contractor's and/or Supplier's breach of this Contract; and the Owner may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Contractor and/or Supplier shall be cause for termination.

- 8.37.3 Termination For Convenience Without Cause: The Owner may terminate service and indefinite quantity contracts, in whole or in part by giving 30 days prior notice in writing to the Contractor and Supplier. Contractor and Supplier shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the Owner, the Owner will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

8.38 Limitation of Contractor's and Supplier's Liability:

- 8.38.1 Where Deliverables are under the Owner's exclusive management and control, the Contractor and Supplier shall not be liable for direct damages caused by the Owner's failure to fulfill any Owner responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the Owner's intended use of the Deliverables.
- 8.38.2 The Contractor's and Supplier's liability for damages to the Owner for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract. Provided, however, that the Owner's Solicitation Documents or the Supplemental Terms and Conditions for Software or Services, if any, may increase Contractor's maximum liability for damages, but in no event shall the liability for damages be less than the total value of the Contract.
- 8.38.3 The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's and/or Supplier's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

8.39 Contractor's Liability for Injury to Persons or Damage to Property:

- 8.39.1 The work described in the contract documents, in general, will be performed on actively operative, elementary or secondary school sites. The contractor shall take reasonable precautions necessary to provide for the safety of school children and to prevent school children from entering the construction site or an area where materials are stored.
- 8.39.2 The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the Owner, employees of the Owner, persons designated by the Owner for training, or person(s) other than agents or employees of the Contractor, designated by the Owner for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the Owner's place of business,

provided that the injury or damage was caused by the fault or negligence of the Contractor.

- 8.39.3 The Contractor agrees to indemnify, defend and hold the Owner and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
- 8.39.4 Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Contractor's goods.
- 8.40 **General Indemnity:** The Contractor shall hold and save the Owner, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Contractor shall be conditioned upon the following:
- 8.40.1 The Owner shall give Contractor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and
- 8.40.2 The Contractor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Owners shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.
- 8.41 **Stop Work Order:** OWNER may issue a written Stop Work Order to Contractor and Supplier for cause at any time requiring Contractor and Supplier to suspend or stop all, or any part, of the performance due under this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor and Supplier. The 90-day period may be extended for any further period for which the parties may agree.
- 8.41.1 The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Contractor and Supplier shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of 90 days after a Stop Work Order is delivered to Contractor and Supplier, or within any extension of that period to which the parties agree, the Owner shall either:
- 8.41.1.1 Cancel the Stop Work Order, or
- 8.41.1.2 Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- 8.41.2 If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor and Supplier shall resume work. The Owner shall make an equitable adjustment in the delivery

schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

8.41.2.1 The Stop Work Order results in an increase in the time required for, or in the Contractor's or Supplier's cost properly allocable to the performance of any part of this Contract, and

8.41.2.2 The Contractor and/or Supplier asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the Owner decides the facts justify the action, the Owner may receive and act upon a proposal submitted at any time before final payment under this Contract.

8.41.3 If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the Owner, the Owner shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

8.41.4 OWNER shall not be liable to the Contractor or Supplier for loss of profits because of a Stop Work Order issued under this term.

8.42 **Time is of the Essence.** Time is of the essence in the performance of this Contract.

8.43 **Date and Time Warranty:** The Contractor and Supplier warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

8.44 **Independent Contractors:** Contractor, Supplier and their employees, officers and executives, and subcontractors, if any, shall be independent Contractors and not employees or agents of the Owner. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

8.45 **Transportation:** Transportation of Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing Owner Agency. In cases where parties, other than the Contractor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

8.46 **Notices:** Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

8.47 **Titles and Headings:** Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

8.48 **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the Owner and Contractor.

8.49 **Taxes:** The Owner is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Applicable Owner or local sales taxes shall be invoiced as a separate item.

8.50 Governing Laws, Jurisdiction, and Venue:

8.50.1 This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Forsyth County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Forsyth County shall be the proper venue for all matters.

8.50.2 Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

8.51 **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

8.52 **Compliance with Laws:** The Contractor and Supplier shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

8.53 **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

8.54 **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Owner shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

8.55 Changes in the Work.

8.55.1 Changes in the Work may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order or order for a minor change in the Work.

- 8.55.2 A Change Order shall be based upon agreement among the Owner, STIP, Contractor, and Supplier. The Owner or STIP alone may issue a minor change in the work.
- 8.55.3 A Change Order is a written agreement between the Owner, STIP, Contractor and, if appropriate, the Supplier stating their agreement on the following:
 - 8.55.3.1 A change in the Work;
 - 8.55.3.2 The amount of the adjustment in the Contract Sum, if any, per school; and
 - 8.55.3.3 The extent of the adjustment of the Contract Time, if any.
- 8.55.4 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or order for a minor change in the Work.
- 8.55.5 If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods.
 - 8.55.5.1 The unit prices stated in the Contract Documents. Unit prices shall be used to make adjustments in the Contract Sum in the event schools are added to or deleted from the Scope of the Work described in the Change Order or adjusted proportionately if the quantity of deliverables at a school is increased or decreased.
 - 8.55.5.2 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - 8.55.5.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed fee.
- 8.55.6 The Owner or STIP shall have the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extensions of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor and Supplier, if applicable. The Contractor shall carry out such written orders promptly.
- 8.56 **Preferred Customer Agreement(s) with Supplier(s).** Owner will accept proposals of the Contractor to enter into "Preferred Customer" Agreement(s) with Supplier(s) that are included with Contractor's Financial Proposal.
- 8.57 **Performance and Payment Bonds.** The Contractor shall provide to Owner performance and payment bonds as required by N.C.G.S. §143-129(c) and Article 3 of Chapter 44A for the full amount of the Project to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials less the amount due to be paid the Supplier for apparatus, supplies, materials, or equipment under the Preferred Customer Agreement.

SECTION 9, FORM FOR SUBMITTAL OF PERFORMANCE PROPOSAL

- 9 **Proposal Format.** The Performance proposal should be organized in the exact order in which the requirements are presented in the Section 6 of the RFP. The Execution of the Proposal must be placed at the front of the proposal. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements and the specific page of the response in the STIP's proposal. Demonstrate eligibility for each additional attachment in separate sections of your response. (i.e. different chapters in a book).
- 9.1 **Trade Secrets.** Do not mark your entire response as "Confidential and/or Proprietary". Only information referenced in the NC Information Technology General Terms and Conditions for Goods and Related Services, Section 8.33, "Confidentiality" may be confidential.
- 9.2 **General Instructions.** STIPs are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:
- 9.2.1 Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 9.2.2 The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.
- 9.2.3 STIPs are required to provide contact information in their RFP Response. Tab 15, STIP Contact Information, must be included in the proposal package. Eligible STIPs that have subsequent changes to contact information must provide the changes to the WS/FCS School Attorney within ten (10) business days of the change. Notifications of amendments to Scope Statements are accomplished via email; therefore, failure to provide changes may result in your company being omitted from notification.
- 9.3 **Disclosure of Litigation.** The STIP's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to WS/FCS, may constitute a material breach of this Contract.
- 9.4 The STIP shall notify WS/FCS in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide services under any Scope Statement awarded pursuant to this RFP, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. STIP shall promptly notify WS/FCS of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract or any Scope Statement awarded to STIP.
- 9.5 STIP shall notify WS/FCS in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its bid proposal, or which may occur during the term of any Scope Statement awarded to STIP pursuant to this RFP, that involve (1) services or related goods similar to those provided pursuant to any Scope Statement and that involve a claim in excess of \$250,000 or that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written

allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

- 9.6 All notices under subsection 9.3.1 and 9.3.2 herein shall be provided in writing to WS/FCS within thirty (30) calendar days after the STIP learns about any such criminal or civil matters; unless such matters are governed by the ITS General Terms and Conditions for Goods and Services. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of WS/FCS.
- 9.7 **Assurances** - In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to WS/FCS pursuant to this Section, or of which WS/FCS otherwise becomes aware, during the term of this Contract, causes WS/FCS to be reasonably concerned about:
- 9.7.1 the ability of the STIP or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
 - 9.7.2 whether the STIP or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of law, regulation or public policy, then the STIP shall be required to provide WS/FCS all reasonable assurances requested by WS/FCS to demonstrate that: (a) the STIP or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the STIP or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
- 9.8 **Execution of Proposal.** Vendors must submit a signed copy of the Execution of Proposal with each copy of their proposal in accordance with the instructions of this RFP.

Section 10, FINANCIAL PROPOSALS

10. **Introduction.** This section is to be completed during the second phase of the selection process. The format below is to be used. Alternative methods may be submitted by an STIP but may not be considered by WS/FCS.

- 10.1 **Management Fee** - In this sub-section, the STIP is requested to provide a fixed total cost or price that includes ALL of STIP's costs for the following management services as described in Section 7 of the RFP over the five years of the Project.

- 10.1.1 Project Management & Systems Integration
- 10.1.2 Construction Management
- 10.1.3 Staff Development & Training

- 10.2 **Design Fee.** In this section, the STIP is requested to provide a fee based on a percentage of the "construction cost", as the term is defined in Section 8 of the RFP, for the design services described in Section 7 of the RFP and summarized below.

- 10.2.1 Network technology design
- 10.2.2 Architectural design
- 10.2.3 Electrical design
- 10.2.4 Ventilation design

- 10.3 **Equipment Procurement, Discount Prices.** In this sub-section, the STIP is to state the quantity discount, as a percentage of the manufactured suggested retail price, for each of the major items of equipment listed in Section 7 of the RFP that will be provided during the term of the agreement based on a "preferred provider" agreement with one or more suppliers, including but not necessarily limited to:

10.3.1	Fiber Optic Cabling
10.3.2	CAT5E cabling
10.3.3	Video Cabling
10.3.4	Cable Termination Equipment
10.3.5	DSU's
10.3.6	Exposed wiring pathways
10.3.7	Racks-patch panels-cabinets
10.3.8	Televisions
10.3.9	TV brackets or wall mounts
10.3.10	Electrical components
10.3.11	Routers
10.3.12	Layer 2 and 3 Switches
10.3.13	Switch enclosures
10.3.14	UPS Devices
10.3.15	Fiber Termination Enclosures
10.3.16	Wireless airports

- 10.4 **Submittal of a School Price Comparison.** In this sub-section, the STIP is to visit and inspect Sedge Garden Elementary School; evaluate its existing technology infrastructure; evaluate its electrical, mechanical and ventilation systems; design an integrated communications system as described in the Section 7, Scope of the Work, including but not limited to voice, video, intercom, clocks, wireless and data; and state the STIP's best estimate for the total cost of construction for the school project, including but not limited to:

- 10.4.1 the procurement of all the equipment specified in the design;
 - 10.4.2 the installation of all the equipment specified in the design;
 - 10.4.3 the design and installation of LAN cabling;
 - 10.4.4 the design and upgrading of the electrical system, if needed;
 - 10.4.5 the design and upgrading of the ventilation system, if needed;
 - 10.4.6 the design and upgrading of the mechanical system, if needed;
 - 10.4.7 The testing of the systems to ensure that they function as designed and requested by the Owner; and
 - 10.4.8 The training of WS/FCS personnel
 - 10.4.9 Include in your detailed bid cost tabulation sheet, if applicable, an itemization of the work you propose to be self-performed and the method for reimbursement.
 - 10.4.9.1 Include itemized cost of all hourly paid employees, their wages, payroll taxes, and benefits.
 - 10.4.9.2 Furnish hourly rate chart for all labor categories without hourly burdens, fringes, taxes, insurance, etc. (adjustable yearly).
 - 10.4.9.3 Furnish markup burden rate as % of payroll (adjustable yearly)
 - 10.4.10 Include an estimate of the Design Fees for the Project using % method for each electrical, plumbing/HVAC, data/network and architectural contractors
 - 10.4.11 Include the estimates bid prices for contractor services as described in RFP
 - 10.4.12 Include unit prices (or how quantity discounts per Mfg. district wide discounts will be used).
 - 10.4.13 Include all items for bonds, insurance, tax purposes.
 - 10.4.14 Identify tax reimbursable materials amount for reimbursement.
 - 10.4.15 Include owner's media and intercom system contractor pricing.
- 10.5 **Guaranteed Budget.** In this section, the STIP shall state whether the STIP is willing to guarantee that the Work described in this RFP will be completed within WS/FCS \$14.4 Million dollar budget, which budget may be amended by mutual agreement of the parties as set forth in Section 8.54, "Changes of the Work", in terms of a percentage deduction in its Management and Design Fees corresponding to the extent to which the project exceeds the Budget. In other words, if the total cost of the Project exceeds the budget by 10%, the STIP agrees to a 10% deduction in its Management and Design Fees.
- 10.6 **Staffing Plan.** STIP shall submit with its Financial Proposal a Staffing Plan as required by Section 7.2.1.2 of the RFP.

BID SHEET

10.1 Management Fee:	\$
10.2 Design Fee:	%
10.2.1 Architectural Design Fee	%
10.2.2 Network Design Fee	%
10.2.3 Electrical Design Fee	%
10.2.4 HVAC Design Fee	%
10.3 Equipment Procurement, Discount Prices	
Fiber Optic Cabling	%
CAT5E cabling	%
Video Cabling	%
Cable Termination Equipment	%
DSU's	%
Exposed wiring pathways	%
Racks-patch panels-cabinets	%
Televisions	%
TV brackets or wall mounts	%
Electrical components	%
Routers	%
Layer 2 and 3 Switches	%
Switch enclosures	%
UPS Devices	%
Fiber Termination Enclosures	%
Wireless airports	%
10.4 Projected Budget for Sedge Garden Elementary School. Attach a proposed design solution with sufficient detail for Owner to evaluate STIP's performance, including a detailed bid cost tabulation sheet.	\$
10.5 Guaranteed Budget. If the total cost of the Program exceeds the Owner's budget, the STIP agrees to a pro rata deduction in its Management and Design Fees.	<input type="checkbox"/> Yes <input type="checkbox"/> No

By signing below, the Vendor certifies the following:

1. That this Financial proposal was signed by an authorized representative of the firm;
2. That the Vendor agrees to all the mandatory terms and conditions of this contract;
3. That the Vendor agrees to abide by all IRMC Policies, Standards and Procedures and in addition, adhere to the Statewide Technical Architecture;

Therefore in compliance with the foregoing STIP Contract RFP and subject to all terms and conditions, including all exhibits, the undersigned offers and agrees to furnish the services described therein if the proposal is accepted by the WS/FCS.

VENDOR NAME:	
By: (Signature)	Printed name:
Title:	Date:
Attest:	Federal Tax ID or Social Security Number:
<p>NOTE: If the Vendor is a corporation, this contract shall be signed by the corporation's president, vice president, or an assistant vice president who has the actual authority to bind the corporation to this contract.</p>	

STATE OF NORTH CAROLINA STRATEGIC TECHNOLOGY INTEGRATION
COUNTY OF FORSYTH PARTNER AGREEMENT

AGREEMENT is made this the 1st day of April, 2003 by and between WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION, a public body corporate as provided by NCGS §115C-40, located at 1605 Miller Street, Winston-Salem, North Carolina, hereinafter referred to as "WS/FCS" and Eperitus, LLC, a Virginia limited liability company, located at 211 West Broad Street, Richmond, Virginia, hereinafter referred to as "STIP".

W I T N E S S E T H:

1.0 **Introduction.** WS/FCS has a continuing need for a strategic technology integration partner that has the depth, breadth and quality of resources necessary to manage a broad variety of technology integration projects. STIP is fully capable of providing the consulting, design, program and project management services and other resources necessary to address the instructional, administrative and operational technology needs of WS/FCS as described in the Strategic Technology Integration Partner Request for Proposals, hereinafter referred to as the "RFP." The work to be performed **and/or services to be provided** by STIP will consist of ~~those~~ any and all aspects of technology integration as described in the RFP dated December 2, 2002. WS/FCS' transition to an integrated technology approach and migration to new information and information technologies will require the STIP to take an enterprise focus throughout the time period covered by this Agreement. Under the terms of this agreement the STIP will design, deploy, manage, support, and retire IT assets throughout the enterprise. STIP will work with WS/FCS to ensure the continued evolution of standard computing, application, and network platforms throughout the district. By entering into this Agreement, WS/FCS seeks to obtain the benefit of the expertise, experience and resources of STIP for the services and projects described in the RFP. By executing this Agreement, the STIP represents that it is fully capable of **providing and agrees** ~~intends to provide~~ the products, services and solutions desired by WS/FCS as described in the RFP. The parties acknowledge that maximum efficiency and the successful completion of the Program planned by WS/FCS requires the good faith cooperation of all parties and the diligent performance of all obligations assumed by all parties involved.

2.0 **Term.** The term of this Agreement is five years beginning April 1, 2003 and

continuing through March 31, 2008. The ~~STIP is to~~ achievement of Substantial Completion of the entire Program Work by no later than December 31, 2007 as set forth in section 8.2 of the RFP **is a part of this Agreement.**

3.0 Compensation. For and in consideration of the satisfactory performance of the services described herein, WS/FCS agrees to compensate the STIP as set forth below.

3.1 Management Services: For the satisfactory performance of the Program and Construction Management Services as set forth in section 7.2 of the RFP WS/FCS agrees to pay STIP the sum of two million, nine-hundred ninety-four thousand, six hundred seventy and no/100's dollars (\$2,994,670.00). The said sum (**the Management Fee**) shall be paid in the following manner or schedule:

3.1.1 Twenty percent or Five hundred ninety-eight thousand, nine hundred thirty-three and 99/100/s dollars (\$598,933.99) **of the Management Fee** to be paid in equal monthly installments of \$99,822.33 dollars during the first six months of the Agreement based on Applications for Payment as set forth in section 8.5 of the RFP and

3.1.2 Eighty percent of the Management Fee or \$2,395,736.10 to be paid in equal monthly installment of \$49,911.17 during the next 48 months of the agreement based on Applications for Payment as set forth in section 8.5 of the RFP.

3.1.3 Ten percent of each monthly installment shall be retained by the Owner to ensure satisfactory and timely performance and completion of the Work.

3.1.4 Upon **substantial** ~~satisfactory~~ completion of each year's scheduled Projects during the term of the agreement, 50% of the amount retained **of the Management Fee** for that year's projects shall be paid to the STIP.

3.1.5 In the event the Work is not progressing on schedule and/or budget, the Owner reserves the right to withhold the full ten percent (10%) retainage **until progress is demonstrated by STIP.**

3.1.6 Upon FINAL completion of the entire Program within the contract's term and budget, the remainder of the **Management Fee** amount retained shall be paid to the STIP.

3.1.7 In the event the Program is not completed within the contract's term and budget, the amount retained shall be applied to satisfy the guarantee set forth in section 3.3 below.

3.2 **Design Services.** For the satisfactory performance of the Design Services by **STIP or its sub-contractor** as set forth in section 7.3 of the RFP WS/FCS agrees to compensate the STIP based on the following percentages of the construction cost, as that term is defined in section 8.4 of the RFP:

3.2.1 Architectural	9.5%
3.2.2 Network	8.0%
3.2.3 Electrical	7.0%
3.2.4 HVAC	9.5%

The said sum to be paid based on monthly progress payment based on Applications for Payment in each phase of the Work for each Project. Progress payments in each phase shall total the following percentages of the total compensation payable:

Design Development Phase	=	Thirty-five percent (35%)
Construction Documents Phase	=	Forty percent (40%)
Construction Phase	=	Twenty-five percent (25%)

3.3 **Budget and Guarantee.** It is understood and agreed that WS/FCS' budget for the total Program Work as described in the RFP, including STIP's Management and Design Fees and the costs of the products and services contained in the pre-existing contracts between WS/FCS and Ambassador Technologies, Inc. and Commercial Sound, Inc. is sixteen million, four hundred seventy-eight thousand four hundred seventy-four and no/100's dollars (\$16,478,474.00). STIP agrees to a pro rata reduction in its Management and Design Fees if the total cost of the Program exceeds the Owner's budget as set forth herein. For and in consideration of the above guarantee, WS/FCS and STIP agree to the following changes in the Scope of the Work described in the RFP and budget reductions.

3.3.1 WS/FCS agrees to reduce the initial number of active ports (5 active, 3 inactive per classroom) by approximately 37.5%. These will be supplemented later with the reuse of existing equipment remaining in the budget.

- 3.3.2 WS/FCS agrees to the reuse of 50% of suitable, certified, existing copper cabling within schools.
- 3.3.3 WS/FCS agrees that cabling and electrical work described in section 7.5.5 of the RFP as it applies to the five high school addition and renovation projects listed and described at Tab 18 of the RFP (West Forsyth, Reynolds, Parkland, North Forsyth and Mt. Tabor) shall be deleted from the Scope of the Work of this Agreement.
- 3.3.4 WS/FCS agrees to limit dispersion and placement of student data ports and electrical outlets for them within the classroom to a single wall.
- 3.3.5 As a result of the above enumerated budget reductions the final budget for the Program is \$16,478,474.00.
- 3.3.6 STIP agrees to develop and submit to WS/FCS for its approval other ways and means to achieve the Technology Goals and Performance Expectations set forth in Section 7.1 of the RFP so that the total cost of the Program Work will be within WS/FCS' budget which approvals shall not be unreasonably withheld.

4.0 Procurement Services. STIP ~~has offered~~ to procure, **as agent of WS/FCS**, the equipment listed in Section 10.3 of the RFP for not more than the discounts from the manufacturer's suggested retail prices through quantity procurement practices stated in its financial proposal. ~~WS/FCS accepts this offer.~~ Both STIP and WS/FCS understand and agree that the procurement of the specified equipment at the lowest discount price is essential to completing the total Program Work within WS/FCS' budget. With regard to the procurement of equipment, it is further understood and agreed:

- 4.1 Section 7.4 of the RFP describes the scope of STIP's procurement services.
- 4.2 The STIP shall comply with the North Carolina laws and regulations regarding purchasing including but not limited to the purchasing flexibility authorized by NCGS §115C-522.1.
- 4.3 To the extent that the RFP specifies particular brands, makes and/or models of equipment, these specifications are intended, in general, to indicate the quality that WS/FCS seeks to obtain. The STIP may recommend the substitution of items of equipment subject to the approval of WS/FCS provided however, that the substituted item is of equal to or greater quality

than the item specified and will have no negative impact on the performance and security of the LAN and WAN. However, in a few instances, WS/FCS has specified a particular brand of equipment to standardize and assure the quality of the performance of the LAN and WAN.

5.0 General Terms and Conditions. The general terms and conditions of the Agreement are set forth in Section 8.0 of the RFP and are incorporated herein by reference as if fully set out herein except as noted below.

5.1 Section 8.50.2 is **superceded by a new section 8.50.2** amended to read as follows: "Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent **services and work of the STIP under this Agreement requires the Contract entails** both the supply of "goods" and **provision of "services," or requires the providing of services only**, then STIP's management services or work shall not be deemed "goods" within the meaning of the Uniform Commercial Code. Deeming such services as "goods" would result in a clearly unreasonable interpretation **inconsistent with the Uniform Commercial Code.**

5.2 Section 8.57, **Performance and Payment Bonds**, is amended to read: "First Tier Contractor(s) shall provide to Owner performance and payment bonds as required by N.C.G.S. §143-129(c) and Article 3 of Chapter 44A for the full amount of the Project to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials less the amount due to be paid the Supplier for apparatus, supplies, materials, or equipment under the Preferred Customer Agreement.

5.3 **In providing the services or performing the work required hereunder, STIP shall act as an agent of and on behalf of WS/FCS, but not as a fiduciary. Subcontractors to STIP shall consist only of Design Consultants. In no event shall services and work of STIP be construed or deemed to be general contracting or work which requires the license of a construction contractor. Nor shall STIP be construed or deemed to be a Trade Contractor, a Prime Contractor or a First Tier Contractor.**

5.4 *STIP shall be the representative of WS/FCS during the construction phase of the Project. It shall advise and consult with WS/FCS. Instructions to the*

prime contractors shall be forwarded through STIP. STIP shall have authority to act on behalf of WS/FCS only to the extent provided in the contract documents unless otherwise modified by written instrument.

5.5 STIP or its agent shall visit each site not less than once per week while work pertinent to the phase of each project is in progress, and as often as necessary and appropriate to the stage of construction or as otherwise agreed by the WS/FCS and STIP in writing (with particular emphasis on structural work) to inspect the site and work in accordance with the requirements of N.C.G.S. §133-1.1(b); to familiarize itself with the progress and quality of the work completed; and to determine, for WS/FCS' benefit and protection, if the work is proceeding in accordance with the intent of the contract documents and the construction schedule and is being performed in a manner indicating that the work when completed will be in accordance with the Contract Documents. In a like manner, STIP's Consultant Engineers shall visit each site at least once per week while work pertinent to their phase of the project is in progress or as often as necessary and appropriate to the stage of Construction or as otherwise agreed by WS/FCS and STIP in writing. On the basis of on-site inspections, STIP shall keep the Owner informed of the progress and quality of the Work, and shall use reasonable care to guard the Owner against defects and deficiencies in the Work of the Prime Contractors and against the Prime Contractors' failure to carry out the Work in accordance with the Contract Documents and the Construction Schedule.

5.6 STIP shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence or procedures or for safety precautions and programs in connection with the Work of Prime contractors and their sub-contractors. STIP shall not be responsible for the Prime Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; except to determine that the Work is in accordance with the intent of the Contract Documents. STIP shall not have control over or charge of acts or omissions of the Prime Contractors, Subcontractors, or their agents or employees or of any other persons performing portions of the Work. STIP shall give prompt notice to WS/FCS in writing of any major or material deviations in the Work from the Contract Documents or any defects or deficiencies therein that are observed during

STIP's inspections of the Work as provided in paragraph 5.5 above. This paragraph shall govern and control in the event of any conflicts herewith in the Agreement.

6.0 Contract Documents. As noted in Section 8.8 of the RFP the Agreement between the parties includes a number of documents as set forth in section 8.8.2. These documents taken together form the Agreement between the parties.

In witness whereof there parties hereto have executed the Agreement as of the date and year first written above.

Winston-Salem/Forsyth County
Board of Education

Eperitus, LLC

By: _____
Donny Lambeth, Chairperson

By: _____
Charles B. Swaim, President

Attest: _____
Donald L. Martin, Jr., Superintendent

Attest: _____

P:\contract\its rfp\Eperitus Agreement 6/6/03

SECTION 7. PERFORMANCE SPECIFICATIONS

Draft Dates: 5/12/03, 5/23/03, 6/6/03

7. **Introduction.** WS/FCS is requesting Financial proposals to design, procure, manage, and install standardized network infrastructure and support architecture in a specified number of the district's sixty-seven (67) schools to determine which pre-qualified STIP offers the "Best Value" to WS/FCS.

7.1 Technology Goals and Performance Expectations of STIP.

- 7.1.1 To develop and recommend to WS/FCS a common technology infrastructure strategy capable of supporting WS/FCS academic and administrative requirements for individual schools within the district and a plan to achieve a strategic integrated communications system.
- 7.1.2 To design, procure the necessary equipment and install or manage the installation of wired Ethernet Local Area Networks (LAN) at 59 of WS/FC schools as listed at Tab 11.
- 7.1.2.1 Each LAN should include cabling for the installation of administrative work stations with the WS/FCS desktop and printers assuming that there will be at least 1 administrative networked printer in a school, a Lotus Notes server, and integration into the WS/FCS WAN.
- 7.1.2.2 The LAN should be based on a core Layer3 switch with 100 Mbps Layer2 switch connectivity for server and user. The Layer2 switch must have 100 Mbps or Gigabit Ethernet uplink transmission capability.
- 7.1.2.3 The layer2 switches may be placed in either the MDF with the Layer 3 switch, in IDFs supporting one or more classrooms, or in classrooms themselves based on the physical school layout, user populations and on the best value to the district.
- 7.1.2.4 The LAN shall support all teachers and school based staff with:
- 7.1.2.4.1 Access by both PCs and laptops
 - 7.1.2.4.2 Internet access
 - 7.1.2.4.3 Wireless access
 - 7.1.2.4.4 Intranet access to Lotus notes, AS400 servers, Linus servers, windows 2000 servers and data warehouse
 - 7.1.2.4.5 Tivoli network management
 - 7.1.2.4.6 Teacher webpages through Learning Village or similar software.
 - 7.1.2.4.7 Broadcast video from classroom (mpeg-1 quality)
 - 7.1.2.4.8 Media delivery system in media center (analog and digital)
 - 7.1.2.4.9 Central media server to eliminate physical movement of media
 - 7.1.2.4.10 Instructional management system
 - 7.1.2.4.11 Remote access to LAN
 - 7.1.2.4.12 Flexible PC placement in classrooms
 - 7.1.2.4.13 A telephone in every classroom
 - 7.1.2.4.14 Digital video surveillance camera connectivity
 - 7.1.2.4.15 E-learning (internet-delivered)
 - 7.1.2.4.16 Two-way video conferencing
 - 7.1.2.4.17 E-procurement ordering system
 - 7.1.2.4.18 DDC from each building to a central location for HVAC monitoring and control.

- 7.1.2.4.19 Work order scheduling
- 7.1.2.4.20 Monitoring of sprinkler, fire, etc.
- 7.1.2.5 The LAN shall provide students with support for:
 - 7.1.2.5.1 Access by Four PC's per classroom
 - 7.1.2.5.2 Access for home-bound or hospitalized students
 - 7.1.2.5.3 Parent access to school's systems at school
 - 7.1.2.5.4 E-mail accounts
 - 7.1.2.5.5 Internet access (high speed)
 - 7.1.2.5.6 Web serving (10MB/student for student page)
 - 7.1.2.5.7 Firewall/filtering technology for Internet access (centralized)
- 7.1.2.6 The STIP shall provide a detailed network and cabling design that will be scalable and take into consideration various available technologies (e.g. Voice Over IP, Wireless LAN) that may be adopted in future years. The design must demonstrate scalability and investment protection.
 - 7.1.2.6.1 The LAN shall provide eight (8) CAT 5E drops for each classroom.
 - 7.1.2.6.2 Classroom wiring requirements: 1 WestPenn 352 (Intercom), 1 CAT5E (phone); 7 CAT5E (Ethernet), 1 CATV and 1 set hi/low S-video.
 - 7.1.2.6.3 All room types require intercom wiring.
 - 7.1.2.6.4 Mobile classrooms wiring requirements: all data will be via wireless LAN, plus 1 CATV for TV monitor, a CAT5E cable for phone, and 1 WestPenn 352 drop for intercom and speaker.
 - 7.1.2.6.5 Administrative Office requirements, for each office: 2 CAT5E, 1 WestPenn 352 for Intercom, future VoIP phones to replace Executone PBXes and 1 CATV for televisions in lobby, principal's office and each assistant principal's office.
 - 7.1.2.6.6 Media center wiring requirements: servers will be moved to media centers, add video, TV, S-video and support wiring. Reconnect existing data wiring or plan for wireless connectivity.
 - 7.1.2.6.7 Computer Lab wiring requirements: fewer labs will be used as computers are moved into classrooms; more mobile labs will be used vs. fixed-location physical computer labs; more bandwidth will be delivered into computer labs as needed, using additional CAT5E drops and Ethernet switches. Reconnect existing computer labs or provide other connectivity. Provide wiring for TV, intercom, speakers, S-Video similar to classroom setup.
 - 7.1.2.6.8 Teacher Workroom wiring requirements will vary by type of school: Middle and High school teacher workspace will be the same as that of a classroom, except that the Ethernet cable drops will vary based on school requirements; Elementary school teacher workrooms will be that of a Cafeteria/Gym/ Auditorium/Conference room as defined below.
 - 7.1.2.6.9 Common area wiring requirements: Wireless LAN access plus intercom cabling.
 - 7.1.2.6.10 Cafeteria/Gym/Auditorium/Conference Room wiring requirements: 3 CAT5E cables (1 for WAP, 2 for Ethernet, a CATV cable, S-video plus an extra CAT5E cable and WAP for cafeterias.

- 7.1.2.6.11 Wire pathways in classrooms and interior exposed spaces such hallways and common areas shall be in Wire Mold or other equivalent and approved methods appropriate to need and location.
 - 7.1.2.6.12 Wire pathways outside the building, in concealed areas or in service rooms shall be in conduit, cable tray, J-hooks or other equivalent and approved methods appropriate to need and location.
 - 7.1.2.6.13 Provisions shall be made for electrical and data back up and recovery, such as UPS, surge protection, grounding, lightening protection, etc.
- 7.1.3 To coordinate and manage the installation of the technology infrastructure and cabling for a media retrieval system at 32 schools as listed at Tab 11. The media retrieval system equipment is to be purchased by WS/FCS directly from vendors under a separate contract. The system includes a web based media storage, management and retrieval system.
- 7.1.4 To coordinate and manage the installation of the Intercom system at 29 schools as listed at Tab 11. The intercom system equipment is to be purchased by WS/FCS directly from vendors under a separate contract. The intercom system includes classroom handsets which interface with the existing telephone system, clock messaging and class bell systems.
- 7.1.5 To design and procure a CATV bi-directional broadband distribution network at each school using existing cabling when possible, to include procurement of brackets for installation of televisions and procurement of televisions, and to install televisions.
- 7.1.6 To design and procure the necessary equipment for and install a wireless connectivity system for the transfer of electronic data and information from mobile classrooms to a school's LAN and the internet as required to support the existing wireless system.
- 7.1.7 To design and prepare bid specifications, publicly bid and manage, as a construction manager, the installation of cabling, electrical upgrades, and other building modifications required for the technology infrastructure described above at each school listed at Tab 11.
- 7.2 **Project Management. Task Description:** The STIP accepts the relationship of trust and confidence established between it and the Owner. It covenants with the Owner to furnish its best skill and judgment and to cooperate with the Design Consultants, as needed, and Prime Contractors in furthering the interests of the Owner. It agrees to furnish efficient construction **management** and business administration and to use its best efforts to insure the completion of the Program and each Project in an expeditious and economical manner consistent with the interest of the Owner. STIP acknowledges that it shall be responsible for monitoring the performance of the Project Construction Teams and providing leadership and program and construction management services to assure that the Program and each Project shall be completed within the Owner's budget and on schedule as adjusted from time to time. The objective is to provide technical direction, maintain project control and to establish a framework for reporting, procedural, and contractual activity for the tasks described below. This task consists of the following activities and documentation:

7.2.1 General Requirements For Program & Construction Management.

- 7.2.1.1 Communications:** Establish effective communications in the decision making process.
- 7.2.1.2 Staffing:** Provide adequate expertise and experience in staffing. STIP shall submit a staffing plan as part of its response to Owner's Request for a Financial Proposal. Such staffing plan shall be considered to be minimum staffing, and STIP shall provide such additional staffing as may be required to perform the duties required by the Agreements. STIP should plan for adequate staffing, at an estimated eighteen (18) schools per year, to complete preconstruction services, design, bidding, performance and completion of the district wide technology and related systems contract. Adequate staffing is expected to include, but not be limited to, project coordinators with background and experience necessary to assist with initial school surveys, design document coordination/ preparation, and to perform onsite coordination for the performance of all work as well as expediting school by school project completion/closeout. STIPs are to identify proposed staffing and office space included as a part of the Management Fee.
- 7.2.1.3 Control:** Provide continuity and close control throughout the Program.
- 7.2.1.4 Information:** Keep the Owner currently and accurately informed.
- 7.2.1.5 Public Relations:** Actively assist the Owner in establishing and maintaining a positive perception of the Program.
- 7.2.1.6 Costs:** Institute and maintain programs for costs savings and costs control.
- 7.2.1.7 Leadership:** Provide leadership to the Project Development Teams and the Project Construction Teams and foster a spirit of teamwork and cooperation.
- 7.2.1.8 Claims Management and Documentation:** It is the practice and intention of the Owner to compensate Contractors fairly and in compliance with the Construction Contract. Claims by Contractors can, however, be minimized and in some instances avoided if the issues giving rise to the claims are identified early and resolved expeditiously. The STIP shall closely monitor the progress of construction and identify any issues that might result in claims by any of the Project Construction Team. STIP shall use his best efforts to identify issues which may potentially result in claims sufficiently in advance so that a resolution can be reached and implemented before the issue results in a claim. STIP shall expeditiously investigate and document all such issues, determine the method for best resolving such issues and make suggestions to the Owner for prompt resolution. With Owner's agreement, the STIP shall then implement resolution of such claims issues and obtain the cooperation of the Project Construction Team. The STIP shall also fully document such issues as well as any claims arising therefrom and maintain a full written record for the Owner's use and protection in the resolution of any claims which may arise.